## EXHIBIT 2

## **CHOREOGRAPHY LICENSE**

DATE: As of August 23, 2019

<u>LICENSOR</u>: Sick Picnic Media, LLC f/s/o Matthew F. Geiler, 6720 S 185th Ave,

Omaha, Nebraska 68135

<u>LICENSEE</u>: Epic Games, Inc., 620 Crossroads Blvd., Cary, North Carolina

27518

<u>CHOREOGRAPHY:</u> The choreographic work performed by Matthew F. Geiler on behalf

of Licensor and his performance of the choreographic work

appearing in the video entitled "KXVO Pumpkin Dance", posted on the KXVO 10:00 News' YouTube channel on November 2, 2006 and available at <a href="https://www.youtube.com/watch?v=v4IC7qaNr7I">https://www.youtube.com/watch?v=v4IC7qaNr7I</a>.

MATERIALS: An audio-visual work, and any lifts, cut downs, edits and versions

thereof

<u>TERRITORY</u>: Worldwide

<u>PERMITTED MEDIA</u>: Licensee's computer/video game currently known as *Fortnite*, in

whole or in part, all versions, extensions, and supplements thereto (e.g., Fortnite Battle Royale for iOS), including any additional content delivered to the consumer via download or otherwise, each of which may interoperate and be cross-compatible, and may be marketed and/or sold together or separately, as well as any related

advertising or marketing material

PLATFORMS: Any and all platforms and services now known or hereafter created,

whether tangible or intangible

<u>TERM</u>: Perpetual

LICENSE FEE: One-time, flat fee of \$10,000.00 USD for 100% of the rights set

forth herein

1. Licensee hereby agrees to pay the Licensee Fee to Licensor no later than thirty (30) days from execution of this License.

2. For good and valuable consideration, including without limitation the License Fee, Licensor hereby grants to Licensee a non-exclusive, perpetual, non-terminable license to use or sublicense for use up to any or all of the Choreography, including as edited, rearranged and/or altered as Licensee sees fit in any manner in the Materials and/or Permitted Media and to broadcast, distribute, publicly perform, and otherwise use the Materials in connection with the Permitted Media, or authorize others to do so, as frequently as Licensee shall determine, in the Permitted Media and on the Platforms throughout the Territory in perpetuity. In addition, Licensee may retain file copies of the Materials for use, in any manner or media anywhere in the universe, as frequently as Licensee shall determine, at sales meetings and for intracompany, research, file, reference, publicity, and award purposes.

- 3. Notwithstanding any provision of this agreement, Licensee shall be under no obligation actually to create or use the Materials in the Permitted Media or to make any use of the Choreography, or any portion thereof, it being understood that Licensee's sole obligation to Licensor hereunder is to pay the License Fee in accordance with the terms hereof.
- 4. In no event shall Licensor revoke this License or have the right to enjoin or restrain the copying, development, production, publication, distribution, promotion or exploitation of the Materials and/or Permitted Media or any elements thereof or rights derived therefrom or ancillary thereto, and it is understood and agreed that in no event will Licensor be liable for any indirect, incidental or consequential damages. In the event of a breach of this agreement by Licensee, Licensor's sole remedy shall be limited to Licensor's right to recover damages.
- 5. Licensor further represents and warrants that: it owns or controls the sole and unencumbered rights in the copyright in the Choreography and the sole and unencumbered right to grant the rights granted to Licensee under this agreement; that the Choreography does not contain the choreography of any third party and the Choreography does not otherwise infringe the rights of any third party; and that Licensee's exercise of the rights granted under this agreement will not violate the rights of any third party or cause Licensee to incur any additional fees.
- 6. Licensor agrees that Licensor will not disclose any trade secrets or confidential information of Licensee (i.e., information that is not publicly available) to any third parties, including, but not limited to, any content of any Materials, Permitted Media or other advertising that Licensee has not yet released. Notwithstanding the forgoing, to the extent that Licensee makes use of the Choreography in the Permitted Media and shares a promotional post through social media relating to the Choreography, Licensor shall thereafter be permitted to share Licensee's post on social media channels controlled by Licensor. Moreover, following Licensee's release of any such social media post, Licensor may also make a statement limited to Licensor "was happy to work with Epic Games in connection with inclusion of the choreography in *Fortnite*".
- 7. Licensor hereby releases, indemnifies, holds harmless and discharges Licensee, its officers, directors, employees, successors, licensees and assigns from and against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable outside attorney expenses) arising out of or in connection with or incurred by reason of the inaccuracy or breach of any representation, warranty or agreement Licensor has made herein. Licensor agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder, including but not limited to any claim arising out of or any copying, use, alteration, blurring, distortion, faulty reproduction or illusionary effect involving the Choreography, whether such use occurred in the past or occurs in the future.
- 8. The terms of this agreement, and the existence of this agreement, shall be confidential, except that the parties may disclose this agreement and its terms (a) to their officers, directors, employees, agents, accountants, and legal advisors in the course of their duties or services, (b) in connection with corporate diligence efforts, (c) pursuant to a court order or other legal requirement, provided that the party requested to disclose any such information provide reasonable notice to the disclosing party of such court order or other legal requirement prior to disclosing such information, or (d) as reasonably necessary in the enforcement or defense of any

claim or action. Upon receipt of any inquiry regarding this agreement, or the facts or circumstances relating to any asserted or potential claims, the parties or their representatives shall state only that the parties are satisfied with the terms herein.

9. This agreement constitutes the entire understanding between the parties hereto regarding the subject matter hereof and cannot be altered or waived except by a writing signed by both parties. No waiver by either party of the breach of any term or condition of this agreement shall constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this agreement. This agreement shall be governed by the laws of the State of New York applicable to contracts made and entirely performed therein without reference to any conflict of laws principles. The parties hereby consent to the jurisdiction of the state and federal courts of general jurisdiction located within New York County, New York for the resolution of disputes arising out of or relating to this agreement.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, as of the date first above written.

SICK PICNIC MEDIA, LLC

EPIC GAMES, INC.

DocuSigned by:

Matthew W Geiler

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